



Punjab Government Gazette

EXTRAORDINARY

Published by Authority

CHANDIGARH, MONDAY, SEPTEMBER 27, 2021

(ASVINA 5, 1943 SAKA)

LEGISLATIVE SUPPLEMENT

	Contents	Pages
Part - I	Acts	
	<i>Nil</i>	
Part - II	Ordinances	
	<i>Nil</i>	
Part - III	Delegated Legislation	
	Notification No. G.S.R. 141/P.A.1/1914/ Ss.21 and 59/Amd.(71)/2021, dated the 23rd September, 2021, containing amendment in the Punjab Distillery Rules, 1932.	2215-2221
Part - IV	Correction Slips, Republications and Replacements	
	<i>Nil</i>	

PART III
GOVERNMENT OF PUNJAB
OFFICE OF THE EXCISE COMMISSIONER
PUNJAB, PATIALA
NOTIFICATION

The 23rd September, 2021

No. G.S.R. 141/P.A.1/1914/Ss.21 and 59/Amd.(71)/2021.— In exercise of the powers conferred by clause (d) of section 21 and section 59 of the Punjab Excise Act, 1914 (Punjab Act No.1 of 1914), read with the Government of Punjab, Department of Excise and Taxation, Notification No. S.O.25/P.A.1/1914/S.9/2020, dated the 4th August, 2020, and all other powers enabling me in this behalf, I, Rajat Agarwal, I.A.S, Excise Commissioner, exercising the powers of Financial Commissioner, make the following rules further to amend the Punjab Distillery Rules, 1932, namely: —

RULES

1. (1) These rules may be called the Punjab Distillery (Third Amendment) Rules, 2021.
- (2) They shall come into force on and with effect from the date of their publication in the Official Gazette.
2. In the Punjab Distillery Rules, 1932, after Form D-30, the following Forms shall be added, namely:-

"FORM E-2

(See rule 129)

ETHANOL LICENCE

License is here by granted to M/s_____ under section 21 of the Punjab Excise Act 1 of 1914, to manufacture Ethanol in the premises herein specified viz. Ms_____ on the following conditions-

CONDITIONS

1. The Licensee shall observe the provisions of the Punjab Excise Act 1 of 1914 and all rules made thereunder and all rules made under any other law for the time being in force applicable to the manufacture, possess, issue, sale and transport.
2. A statement of the number, size, description and capacity of the stills (distillation column) which the licensee may erect or maintain

under this license and plans and statements of the premises and buildings to be used as a distillery for the manufacture of Ethanol and for store houses and other purposes connected with the business of distillation would be maintained in strict accordance with the plans approved by the Excise Commissioner, Punjab. The licensee shall not, without the prior sanction of the Excise Commissioner, erect other stills (distillation column) or otherwise alter these buildings and plant.

3. The Licensee shall at all times maintain in a state of efficiency and good repairs, to the satisfaction of the collector, the plant, buildings and stills hereby licensed.
4. The Licensee shall furnish true statements, as may be required by the Collector, in the form prescribed as per rules.
5. The Licensee shall comply with all directions of the Excise Commissioner regarding the character of spirits and other incidental materials to be used for the manufacture of Ethanol, the stock material to be maintained, denaturants to be added in the Ethanol and all other matters in which compliance is prescribed by the rules made under the Punjab Excise Act. I of 1914.
6. This license is issued for Molasses/ Grain based Ethanol manufacturing unit with installed capacity of _____ KL Per day.
7. The Licensee shall not discontinue working of the Ethanol manufacturing unit (except in the case of closure for cleaning or repairing) without giving six months' notice in writing to the Collector of his intention to cease work. He shall continue to fulfill the conditions of his license during the currency of the notice.
8. If the Licensee infringes, or causes or permits any person to infringe, any of the conditions of the license, then in addition to any other action that may be under taken any other law for the time being in force, the Financial Commissioner may forthwith revoke and determine the license and forfeit to Government the whole or any part of any deposit made by the Licensee under rule 129 and may invoke the indemnity given as per Form E-3.
9. The Licensee shall pay regularly and by due date the payment of license fee and other Levies which may become due to Government.
10. The Financial Commissioner may give the Licensee notice in writing

that his license will determine at the expiry of the period defined in the notice.

11. If the Licensee from any cause, physical or mental, becomes incapable of carrying on business, or dies or becomes insolvent, or in case the licensee is company, is wound up, the Financial Commissioner may either (1) cancel the license, (2) continue it in the name of the legal representative of the licensee.
12. Upon the revocation, cancellation or determination of the license under the preceding conditions, the licensee or his representative shall forthwith cease distilling and shall cease to use the buildings and plan for the purpose for which they were licensed. Neither the licensee nor any other person shall be entitled to any compensation or damages whatever, in respect or revocation, cancellation or determination of the license.
13. The Licensee may not hypothecate the whole or any part of licensed premises without the previous written sanction of the Excise Commissioner.
14. The Licensee will provide adequate office and stay facilities for the Government Excise Establishment within the premises of the unit within six months in accordance with Rule 15 of the Punjab Distillery Rules, 1932.
15. The Licensee shall adhere to all the directions/instructions/guidelines etc. issued by the Excise Commissioner, Punjab from time to time.

Date:_____

Financial Commissioner (Taxation),
Punjab.

FORM E-3

LICENSEE'S BOND

This indenture made the _____ day of _____ 20 _____ between _____ Son of _____, caste _____, resident of _____ herein called the Mortgagor) of the one part and the Governor of Punjab (hereinafter referred to as the Government) of the other part: whereas the Mortgagor was on the _____ day of _____ 20 _____ granted a licence to work aEthanol Manufacturing Unit at _____ in accordance with the Punjab Distillery Rules,1932. The said License is in terms of Form E-2 appended with the said Rules.

And whereas by rule 129 of the said rules, the Mortgagor is required to execute a Mortgage bond for the due discharge of all payments which may be, or from time to time become, payable by him to the Government on account of the said Unit.

Now this indenture witnesseth that in compliance of the said rule 129 and in consideration of the grant to the Mortgagor of the said licence to work the said Ethanol Manufacturing Unit at _____ the Mortgagor hereby covenants with the Government to pay to the Government all such payments as may be or from time to time, become payable in connection with the working of the said Unit on the days that such payments shall fall due and in further compliance of with the said Rule 129 and or the same consideration aforesaid the Mortgagor as full proprietor hereby grants, conveys, and assigns and those hereditaments and premise situated _____ in and more particularly described and specified in the Schedule hereto attached and delineated on the plan hereto annexed and thereon coloured _____ together with all stock of spiritand other incidental materials to be used for the manufacture of Ethanol,apparatus, and utensils, employed in the manufacture and storage of spirit,andnow or hereafter, from time to time to be brought on the said premises, together with all easements, rights and things to pertinent or reputed appurtenant to the said premises and all the estate, right, title, claim, and demand whatsoever of the Mortgagor into and upon the said premises, and the said stock of spiritand other incidental materials to be used for the manufacture of Ethanol, apparatus and utensils and every part thereof, to hold the same, unto and to the use of the Government in full proprietary right, for ever subject to the proviso for redemption,

hereinafter contained, and the Mortgagor for himself, his heirs, legal representatives, and assigns, hereby covenants, with the Government, that he, the said Mortgagor, now has good right to grant the hereditaments and premises, and stock of spirit and other incidental materials to be used for the manufacture of Ethanol, apparatus, and utensils hereby granted or expressed so to be unto and to the use of the Government in manner aforesaid and that free from encumbrances:

And that whensoever in exercise of the powers hereinafter reserved to the Government sale shall be made of the said premises, stock of spirit and other incidental materials to be used for the manufacture of Ethanol, apparatus and utensils hereby granted or expressed so to be, or any part thereof, the Government and any other person or persons who may purchase the same, their heirs, legal representatives, and assigns shall and may at all times thence, for quietly possess and enjoy the same and received the rents and profit thereof without any lawful eviction, interruption, claim or demand whatsoever from or by the Mortgagor or any person rightfully claiming from under or entrust for him and that free from encumbrances:

And further that he, the Mortgagor and all other persons having or lawfully or equitably claiming any estate or interest in the said hereditaments, and premises, stock of spirit and other incidental materials to be used for the manufacture of Ethanol, apparatus and utensils or any part thereof shall from time to time and at all times thereafter, at his or their own cost, during the continuance of this security and afterwards at the cost of the person or persons requiring the same, do, and execute or cause to be done or executed all such acts, deeds and things for the further and more perfectly assuring the said hereditaments and premises, unto and to the use of the Government and other persons aforesaid in manner aforesaid, as shall or may be reasonably required and it is hereby agreed that if the Mortgagor shall, during the continuance of the said licence: make to the Government all such payments, in respect of the working of the said distillery, as may be or from time to time become payable by the Mortgagor, the Government shall on the determination of the said License {but subject to the proviso hereinafter contained) at the request and cost of the Mortgagor, his heirs, or legal representatives, recovery and reassign the said hereditaments and premises, stock of spirit, apparatus and utensils hereby granted unto the Mortgagor, his heirs or legal representatives as

he or they shall direct and in the meantime and until default shall be made by the Mortgagor, in the due payments as aforesaid the Mortgagor shall continue in possession and receipt of the rents and profits of the said hereditaments and premises and the stock of spirit and other incidental materials to be used for the manufacture of Ethanol, apparatus and utensils thereon. And it is hereby agreed and declared and the true intent and meaning of the parties hereto is that if default shall be made by the Mortgagor, in the due payments aforesaid or any of them, then and in such case and immediately thereupon or at any time, thereafter or from time to time as occasion shall require, it shall be lawful for the Government or his or their officers or servants, duly authorised in that behalf and Notwithstanding the dissent or opposition of the Mortgagor, his heirs or legal representatives, to enter into and upon and (whether in or out of possession) to make sale and absolutely dispose of the said hereditaments and premises, stock of spirit and other incidental materials to be used for the manufacture of Ethanol, apparatus and utensils hereby granted or expressed so to be or any part thereof by public auction or private contract and for such price or prices as to the Government shall appear reasonable with liberty to buy, in the same or any Part thereof, and for effectuating any such sale it shall be lawful for the Government to do, make and enter into, all necessary act, deeds, conveyances and assurances whatsoever, and it is further declared by and between the Parties, hereto, that such acts, deed, conveyances and assurances done, made or executed, under or by virtue of these presents, shall be good, valid and effectual, whether the Mortgagor, his heirs or legal representatives, shall or shall not join therein or assent thereto and shall bind the Mortgagor, his heirs or legal representatives, and all other persons claiming under him or them; and it is hereby further agreed and declared that the power of sale hereinbefore contained shall and may be exercised and that all things to be done in pursuance thereof shall be good, valid and binding notwithstanding that no decree of any Court of Law or equity for barring or foreclosing the equity of redemption of the Mortgagor, his heirs or legal representatives, shall have been previously obtained but his power of sale is given in addition to the ordinary remedies of foreclosure. And that the receipts in writing of the Financial Commissioner for the time being for all moneys, to arise from any such sale or sales, shall be good and sufficient discharge to the persons paying the same and shall exonerate such persons from all responsibility in respect of the application or non-application of the same

nor shall he or they be bound to enquire whether the sale was regular or authorised under these presents provided always and it is hereby agreed and declared by and between the parties hereto that on the determination or cancellation of the said License the above mentioned hereditaments and premises and stock of spirit and other incidental materials to be used for the manufacture of Ethanol, apparatus and utensils shall not be at once reconveyed and reassigned to the Mortgagor, his heirs or legal representatives, but shall be and remain mortgaged with the Government for the term of six months as security for the payment of any sums due by the Mortgagor in connection with the working of the said Unit:

Provided always that the reconveyance at any time of the said premises hereby granted or expressed so to be shall not be deemed to effect the right of the Government to take proceedings against the Mortgagor in case any breach of the conditions herein set forth, shall be discovered after reconveyance and reassignment.

In witness whereof the parties to these presents have hereunto set their hand on the dates hereinafter mentioned, respectively.

Signed and delivered by the said _____ on the _____
day of _____ in the presence of _____

Witness _____

(1) _____

(2) _____

Signed by _____

Deputy Excise and Taxation Commissioner of _____

for and on behalf of the Governor of Punjab this _____

Day of _____ 20_____".

RAJAT AGARWAL,
Excise Commissioner, Punjab.